



UTAH JUDICIARY

CARE Individual User Agreement

This agreement is between the Utah Juvenile Court and _____
User's Full Name - Please Print

It establishes the conditions under which the Juvenile Court will permit the *User* to access documents filed with the court in the Court and Agencies' Records Exchange (CARE) case management and eFiling system. The Trial Court Executive (TCE) or their designee in the primary district (the district where the firm is located) will grant access to the *User* depending upon their location, duties, and roles. Please identify the district where your firm is located. (1st - 8th) _____

CARE roles are assigned based on a *User's* duties and roles. Please identify your role:

- ☐ Prosecuting Attorney (Secretary/Staff/Victim Advocate)
- ☐ Defense Counsel (Secretary/Staff)
- ☐ Asst. Attorney General (Secretary/Staff)
- ☐ Private Guardian ad Litem
- ☐ Tribal Representative (non-Utah Licensed attorney/designated non-lawyer)
- ☐ Other: _____

As the *User* requesting Individual CARE Access, please read each of the following and initial as your acknowledgment and understanding of the basic guidelines required for access. By initialing and signing below, you are agreeing to comply with each of the requirements listed:

1. I understand that I am only authorized to access CARE records that are strictly necessary to accomplish the duties and functions of my position.
2. I will not share the record with any person or entity outside the agency. I will not permit access to the record by any person or entity outside the agency. I understand that CARE records are not public records, and are classified by the court pursuant to Utah Code of Judicial Administration Rules 4-202.02 and 4-202.03.
3. I will guard against unauthorized use of CARE and understand that the sharing of my individual login and/or password is prohibited, I understand that each attorney and support staff must have their own CARE account, and sharing of accounts is prohibited.
4. I will log into my CARE account regularly to keep my CARE account active.
5. I will not alter, or attempt to alter CARE records.

6. I understand that upon termination, I am no longer authorized to access CARE and should not make further attempts to do so. I understand that upon notification of termination, the TCE or their designee will immediately deactivate my access to CARE.
7. I understand I must complete training with my respective agency and/or the Court in the proper use of CARE and the restrictions.
8. I will notify the TCE in the primary district, their designee, and the AOC of any suspected violation of this agreement or of the law governing access to judicial records. Access to CARE may be denied to any person alleged to have violated the law or this agreement. Any person found to have violated the law or this agreement may be subject to discipline and civil and criminal sanctions.
9. I understand that either party may terminate access for any reason, at any time, by written notice to the other party.
10. I will indemnify and hold the Utah State Juvenile Court harmless for any damages awarded as a result of injury caused by my act or omissions in violation of this agreement or of the laws governing access to Judicial records.

User Signature

Date

Firm/Agency

Title/State Bar Number (if applicable)

Signature of Firm/Agency Director Authorizing Access Date

Firm/Agency Address